

From: Conetta, Benny
Sent: Tuesday, July 16, 2013 3:10 PM
To: Romanowski, Larisa
Subject: FW: Dewey - Request for Assistance on Access for Mead Road Crossing

Ben Conetta
USEPA Region 2
290 Broadway - 19th Floor
N.Y., N.Y. 10007
T:212-637-3030
F:212-637-4339

From: Hare, Paul (GE, Corporate) [<mailto:paul.hare@ge.com>]
Sent: Monday, July 15, 2013 3:47 PM
To: Alferman, Margaret; Conetta, Benny; Kivowitz, Sharon; Mannino, Pietro; mjkomoro@gw.dec.state.ny.us
Cc: bowitch@bcalbany.com; kcowan@chacompanies.com; jbieke@sidley.com; donald.sauda@arcadis-us.com; Lonzanida, JoAnne (JoAnne.Lonzanida@arcadis-us.com)
Subject: Dewey - Request for Assistance on Access for Mead Road Crossing

See attached. Two physical copies coming to Ben's attention and one to Margaret's attention via FedEx overnight.

P.S. The exhibits are bookmarked in the PDF file.

Paul Hare
Program Manager, Northeast/Midwest Regions
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319 Great Oaks Blvd.
Albany, NY 12203 USA
General Electric Company
[GE imagination at work](#)



Paul Wm. Hare

Program Manager, Northeast/Midwest Regions

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VIA FEDERAL EXPRESS & ELECTRONIC MAIL

July 15, 2013

U.S. Environmental Protection Agency Region II
2890 Woodbridge Avenue
Building 209 (MS-211)
Edison, New Jersey 08837

Attention: Margaret Alferman
Dewey Loeffel Landfill On-Scene Coordinator
(1 hard copy and 1 electronic copy)

U.S. Environmental Protection Agency Region II
290 Broadway - Floor 19
New York, New York 10007

Attention: Benedetto Conetta
Dewey Loeffel Landfill Remedial Project Manager
(2 hard copies and 1 electronic copy)

**Subject: Request for Assistance with Obtaining Access for Mead Road Crossing
Dewey Loeffel Landfill Superfund Site
Removal Order (Index No. CERCLA 02-2012-2005)
Nassau, New York**

Dear Ms. Alferman and Mr. Conetta:

In accordance with Paragraph 84 of the Administrative Settlement Agreement and Order on Consent for a Removal Action (Removal Order) for the above-referenced site, I am writing on behalf of Respondents to request assistance from the United States Environmental Protection Agency (EPA) in obtaining access from the Town of Nassau (Town) for the crossing of Mead Road by the discharge pipeline from the treatment system that is currently under construction. As requested, additional details regarding the efforts taken by Respondents to obtain access from the Town are provided below and in the attached Exhibits.

The Town (through Supervisor Fleming) first notified EPA (through Ben Conetta) and Respondents (through Paul Hare) after the public meeting on the evening of May 16, 2013, that an easement was needed for the crossing of Mead Road by the discharge pipeline. As evidenced by comments, the Town had previously received from EPA the Design Report/Implementation Plan (or, at a minimum, the design drawings included in Appendix C of that document) on or before March 1, 2013, but did not raise this

requirement until the end of the public meeting. Supervisor Fleming indicated that Respondents would need to discuss the easement with the Town's attorney, and that his contact information is on the Town's website. On the following day, May 17, 2013, we obtained information on the Town's attorney from the Town's website.

By Monday, May 20, 2013, we had developed a figure showing the location of the Mead Road crossing and a cross section showing details of the trench and related restoration. With that figure, Kirk Macfarlane, attorney for GE, reached out to Joe Catalano, attorney for the Town.

The first written communication to the Town's attorney occurred on the next day, May 21, 2013. Mr. Macfarlane sent a draft agreement and the figure to Mr. Catalano via email. That email and its attachments are included as **Exhibit 1**. An agreement was proposed in lieu of an easement given that it is less time consuming (since it does not require surveying and recording) and offered other advantages to the Town, such as an indemnification and an obligation to repair any and all damage caused by the work.

Mr. Catalano responded via email on May 22, 2013. He confirmed that he was the Town's attorney, but indicated that he was not familiar with the remedial work at the Dewey Loeffel Landfill Site and needed to get background information from the Town. Mr. Catalano indicated that he would not be able to respond substantively until the following week. However, by June 7, 2013, Mr. Macfarlane had not heard back from Mr. Catalano, despite having called and left a voice mail message. That same day Paul Hare advised Ben Conetta regarding the lack of response from Mr. Catalano, and questioned whether Mr. Conetta should reach out to Supervisor Fleming.

On June 10, 2013, Mr. Catalano responded via email to Mr. Macfarlane's email of May 21, 2013. Mr. Catalano provided 11 specific comments on the draft agreement, as shown in **Exhibit 2**. The last of those comments included a request that the Town be compensated \$10,000 for its "costs and inconveniences."

The very next day, June 11, 2013, Mr. Macfarlane provided via email to Mr. Catalano a revised/redlined agreement that responded to the Town's comments, and suggested a telephone call to discuss. With respect to payment, Respondents offered to pay the Town "reasonable compensation" in the amount of \$1,000 for its attorney's fees associated with review of the agreement. That email and the attached revised agreement are provided in **Exhibit 3**.

On June 18, 2013, Mr. Macfarlane talked to Mr. Catalano about the revised agreement, and on the next day, June 19, 2013, he provided via email to Mr. Catalano a revised agreement (both redline and clean versions) in response to their telephone conversation. With respect to payment, Respondents again offered to pay the Town \$1,000 for its attorney's fees associated with review of the agreement, noting that that amount should adequately cover those fees. In addition, Respondents agreed to reimburse the Town for any reasonable costs associated with (a) any immediate repairs performed by the Town for traffic safety purposes and (b) any repairs performed by the Town after notice is provided to Respondents on the need for repairs and Respondents' lack of action to address those repairs. That email and the attached revised agreement are provided in **Exhibit 4**.

On June 20, 2013, Mr. Catalano responded via email to Mr. Macfarlane, noting that Respondents' changes are "acceptable," with some "minor changes" (which did not include any change to the proposed compensation of \$1,000), but that the Town's insurance advisor would like an exhibit on insurance requirements added to the agreement. That email and the attached revised agreement are provided in **Exhibit 5**.

Later that same day, Mr. Macfarlane responded to Mr. Catalano via email suggesting an alternate way to address the insurance issue. Specifically, Mr. Macfarlane provided insurance certificates from ARCADIS and DA Collins (the contractor and subcontractor that would perform the Mead Road crossing) showing the coverages and naming the Town as an additional insured. That email and its attachments (which included redlined and clean versions of the agreement) are provided in **Exhibit 6**.

On the next day, June 21, 2013, Mr. Catalano responded, indicating that Respondents' suggestion regarding the insurance was acceptable, that the proposed agreement had been sent to the Town Board, and that he would send the insurance certificates to the Town's insurance representative. That email and its attachments are provided in **Exhibit 7**.

On June 26, 2013, Mr. Macfarlane inquired regarding the status of the Town's review, and on June 27, 2013, Mr. Catalano responded via email that he had yet to hear back from "all of the Town Board members."

On June 28, 2013, Mr. Catalano responded further via email to Mr. Macfarlane, indicating that based on the feedback received from Town Board members, "there is consensus that the agreement would not be approved mainly due to the compensation issue." That email is provided in **Exhibit 8**.

In two further emails to Mr. Macfarlane, both on July 1, 2013, Mr. Catalano confirmed that compensation was the only remaining issue of which he was aware. Those emails are provided in **Exhibit 9**.

Finally, on that same date, Respondents (through Paul Hare) notified EPA (through Ben Conetta and Pete Mannino) that an "impasse" had been reached with the Town in obtaining access, based solely on the Town's demand for compensation for its "inconveniences." That email and its attachments are provided in **Exhibit 10**.

Respondents believe that they have made "best efforts" (as defined in Paragraph 84.b of the Removal Order) to obtain access from the Town for constructing the drainage line across Mead Road, which would require less than one day to complete. As noted above, the only remaining issue relates to compensation to the Town, and Respondents do not believe that "best efforts" include paying the Town for its so-called "inconveniences." Respondents are willing to pay a reasonable amount to compensate the Town for its outside attorney's fees – either in the sum of \$1,000 or in the amount shown by documentation to be actually owed to Mr. Catalano. In these circumstances, Respondents request EPA's assistance under Paragraph 84.c in obtaining access from the Town for the Mead Road crossing.

As always, please contact me if you have any questions regarding this matter.

Sincerely,



Paul Wm. Hare
Program Manager, Northeast/Midwest Regions

Attachments

cc: Sharon Kivowitz, Esq., EPA
Pietro Mannino, EPA

Michael Komoroske, NYSDEC
Gary Bowitch, Esq., Bowitch & Coffey
Keith Cowan, Clough Harbour
Don Sauda, ARCADIS
Joanne Lonzanida, ARCADIS

Exhibit 1

Hare, Paul (GE, Corporate)

From: Macfarlane, Kirk (GE, Corporate)
Sent: Tuesday, May 21, 2013 2:08 PM
To: catalano_jm@yahoo.com
Cc: Hare, Paul (GE, Corporate)
Subject: Dewey Loeffel Site - Agreement to Construct Pipeline Crossing Across Mead Road
Attachments: Dewey Town of Nassau MeadRdCrossingAccess_Agreement1.rtf;
Exh1LoeffelSiteMeadRdPipelineCrossingAgmt.pdf

Dear Mr. Catalano:

I am in-house environmental counsel with General Electric Company (GE). As you may be aware, GE and SI Group (formerly Schenectady Chemical) have been working under an order from the United States Environmental Protection Agency (USEPA) to remediate the Dewey Loeffel Landfill Superfund Site (Site) in Nassau, New York. As part of that work, GE and SI Group are constructing a groundwater treatment system at the Site and a discharge pipeline (3" HDPE) for the treated groundwater. The pipeline needs to cross Mead Road in the vicinity of the Site and GE and SI Group are requesting that the Town of Nassau grant permission to construct a pipeline crossing across Mead Road. I am directing this request to you as you have been identified as the Town's attorney.

I am attaching a proposed agreement to allow GE and SI Group access to Mead Road to construct the pipeline crossing. I am also attaching Exhibit 1 to that proposed agreement which shows the details for the construction of the crossing. The agreement provides that work will not cause damage to Mead Road or unreasonably interfere with the use of the road. It also provides that repairs will be made of any damage. In addition, the agreement provides the Town an indemnity from claims for personal injury or property damage arising out of the activities to be conducted under the agreement.

Please contact me at your earliest convenience to discuss obtaining the Town's authorization for the pipeline road crossing. Construction activities for the treatment system have recently commenced and we would like to obtain agreement for the pipeline road crossing in the near future so that there are no delays in the schedule of remediation work being done under the USEPA order.

I look forward to hearing from you.

Kirk R. Macfarlane
Counsel – Mid-Atlantic/Southeast/Western Regions
GE Corporate Environmental Programs

T (610) 992-7976
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D *566-7976
E kirk.macfarlane@ge.com

640 Freedom Business Center
King of Prussia, PA 19406

RIGHT OF ENTRY AGREEMENT
MEAD ROAD PIPELINE CROSSING

This Agreement is made and shall be effective this _____ day of May, 2013, by and between General Electric Company, ("GE"), a New York corporation, SI Group, Inc., ("SI"), a New York corporation, (collectively referred to as "Respondents"), and the Town of Nassau ("Town"), a New York State municipality that is the owner of Mead Road, a public roadway in the Town of Nassau, New York that runs, in part, adjacent to a 19.6-acre inactive hazardous waste disposal area known as the Dewey Loeffel Landfill Superfund Site, ("Site"),.

Respondents, in order to perform response activities required by the United States Environmental Protection Agency ("USEPA"), have requested that Town permit Respondents, their employees, agents, representatives and contractors to enter upon Mead Road, adjacent to the Site, for the purpose of conducting certain activities as herein described.

1. Town shall grant Respondents, their agents and contractors, a right of entry to Mead Road consistent with the terms and conditions of this Agreement to construct and maintain a pipeline crossing across Mead Road together with the right of ingress and egress to and from Mead Road, with all necessary material and equipment. The construction of the pipeline crossing will be in accordance with the detail set forth in Exhibit 1 to this Agreement. Access shall also be provided for the USEPA and the New York State Department of Environmental Conservation ("NYSDEC"), their contractors and oversight officials. Respondents are not USEPA's or NYSDEC's representative with respect to liability associated with the Site.

2. This Agreement shall run from the date of execution of this Agreement until such time as the USEPA has approved termination of response activities at the Site.

3. All work performed by Respondents shall be done in a good and workmanlike manner so not to cause any damage to Mead Road or unreasonably

interfere with the use of Mead Road. Respondents shall repair or replace any and all damage caused by the work under this Agreement other than through reasonable wear and tear to Mead Road and shall leave Mead Road in substantially the same condition as it was prior to the commencement of all work. Said repairs or replacements shall be made within 60 days of the date within which Respondents have received notice of such damage from Town.

5. Respondents shall indemnify and hold harmless Town from and against any and all claims, damages, losses and expenses including, but not limited to, reasonable attorney's fees arising in connection with the claim of any person as a result of death, bodily injury or damage to property arising out of the activities of Respondents, their employees, agents, representatives or contractors conducted pursuant to this Agreement on Mead Road. Respondents will direct, control and pay for the defense of any claim they are required to defend under this Paragraph. Town shall provide Respondents prompt notice of any claim against Town and cooperate in Respondent's handling of the claim. Should Town retain counsel to oversee or otherwise assist the defense of any claim by Respondents, such expense shall be, absent written authority from Respondents, solely at the expense of Town.

6. This Agreement shall be binding upon Respondents, their successors and permitted assigns and shall inure to the benefit of Town, its successors and assigns.

7. This Agreement constitutes the entire agreement between the parties, may not be modified or amended except in writing and the rights of obligations hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

8. This Agreement may be executed in multiple parts in which case it shall become effective when the last party has executed the Agreement and delivered a copy to the other party.

IN WITNESS HEREOF, GENERAL ELECTRIC COMPANY, SI GROUP, INC., and TOWN have caused this Agreement to be executed the day and year first above written.

GENERAL ELECTRIC COMPANY

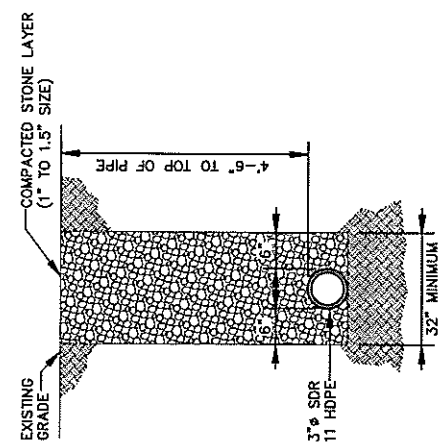
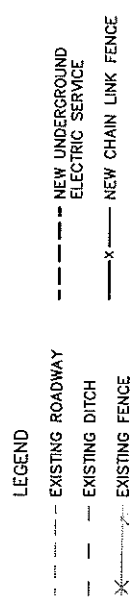
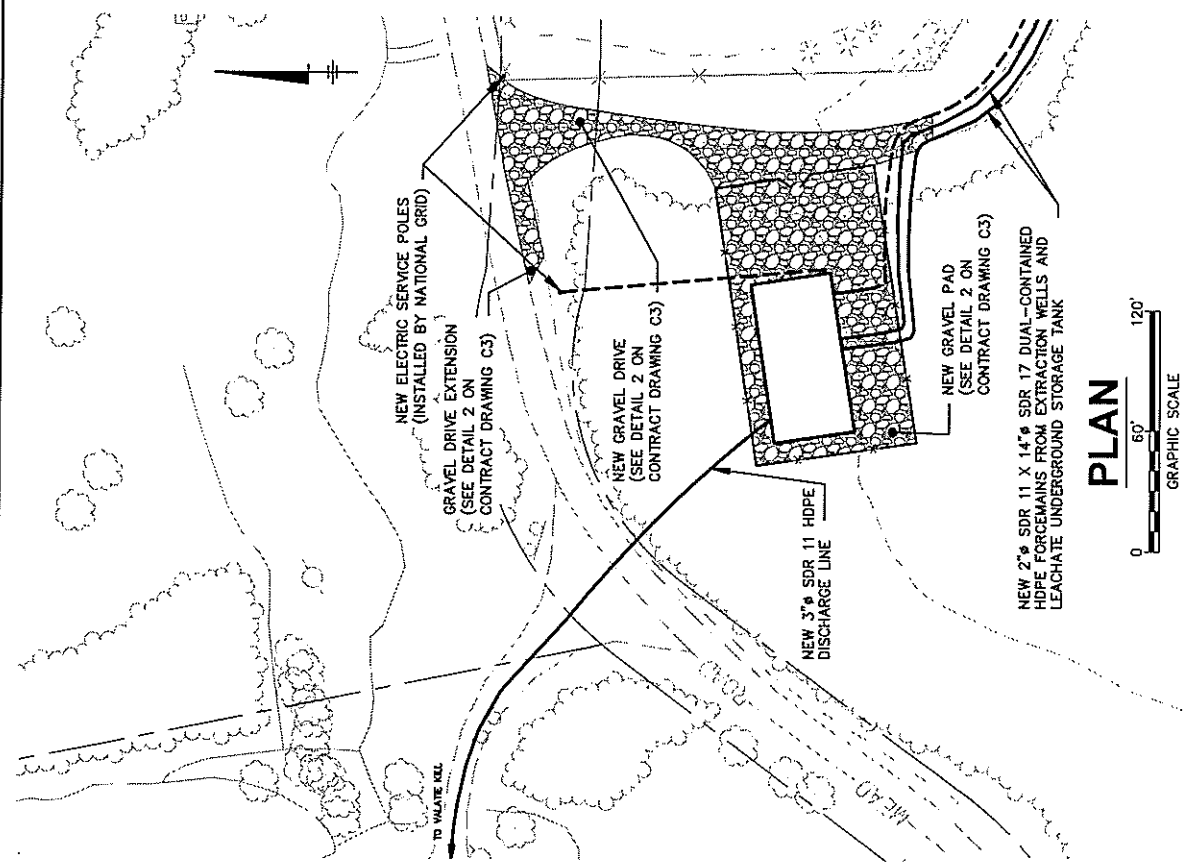
Date

SI GROUP, INC.

Date

TOWN OF NASSAU

Date



- NOTES:
1. BURIED UNDERGROUND WARNING TAPE MUST BE PLACED 6 INCHES BELOW GRADE ABOVE HDPE PIPE.
 2. BURIED DIMENSIONS SHOWN ARE MINIMUM VALUES AND MAY BE SIZED LARGER AS NECESSARY.
 3. A NATURALLY OR ARTIFICIALLY GRADED MIXTURE OF NATURAL CRUSHED GRAVEL, CRUSHED STONE, AND NATURAL OR CRUSHED SAND MEETING ASTM D 2940 THAT 100 PERCENT PASSES 1.5 INCH SIEVE WILL BE ALLOWABLE FOR USE WITHIN 6 INCHES OF ALL BURIED PIPE.
 4. A 6-INCH SPACING SHALL BE MAINTAINED BETWEEN PIPE AND TRENCH WALL.

MEAD ROAD CROSSING DETAIL

NOT TO SCALE

Exhibit 2

Hare, Paul (GE, Corporate)

From: Macfarlane, Kirk (GE, Corporate)
Sent: Monday, June 10, 2013 3:10 PM
To: Hare, Paul (GE, Corporate)
Subject: FW: Agreement with Town of Nassau

See below

From: Joe Catalano [mailto:catalano_jm@yahoo.com]
Sent: Monday, June 10, 2013 3:05 PM
To: Macfarlane, Kirk (GE, Corporate)
Subject: Agreement with Town of Nassau

Kirk,

Since we have been missing other via phone calls, I thought an email may be in order. There are a number of items that need to be addressed as follows:

1. Notice to the Nassau Highway Superintendent at least 5 business days prior to construction and upon completion of construction.
2. No assignment or transfer of agreement without written consent of Town of Nassau.
3. Performance bond - amount should cover cost of restoration and removal.
4. Restoration of road after pipe installed and after pipe removed must be completed to satisfaction of Highway Superintendent.
5. Respondent to be responsible for traffic control and safety measures during construction consistent with NYS DOT standards.
6. Delete last sentence of paragraph 5. Need to also represent that all employees, agents, contractors etc. will be covered by workman's comp and disability insurance per NYS law.
7. Certificate of insurance naming Town as additional insured with minimum limits of 1 mil per claim and 3 mil aggregate; \$250,000/750,000 for property damage.
8. Back fill shall be well graded and compacted and surface left in condition as good as when the work was commenced. All surplus earth, refuse or other items shall be cleaned up and removed by Permittee as work proceeds and road surface left in a neat and orderly condition. Excavated material shall not be deposited or left on pavement surfaces.
9. Respondent covenants, agrees and represents, in consideration of the grant of this permit, that any future or present injury to or disturbances of gutters or under drain , caused by placing mains or service pipes shall be repaired by the Town of Nassau Highway and permittee shall reimburse Town.
10. Paragraph 1 - should be revised to indicate that pipe is below road.
11. Town requests compensation of \$10,000 to cover its costs and inconveniences.

After you have had the opportunity to review the above, please contact me with any questions. I will be out this afternoon but should be in my office most of the day tomorrow and up to 2 pm on Wed.

Thanks,

Joe

Exhibit 3

Hare, Paul (GE, Corporate)

From: Macfarlane, Kirk (GE, Corporate)
Sent: Tuesday, June 11, 2013 11:39 AM
To: Joe Catalano
Subject: RE: Agreement with Town of Nassau
Attachments: Town of Nassau MeadRdCrossingAccess_Agreement6112013.rtf

Joe,

Thanks for the email. I am attaching a revised draft agreement that addresses most of your comments below. The work contemplated for the road crossing will take only one day. As a result, we do not believe it is appropriate or necessary to require a performance bond for the work and believe that the agreement provisions (new Par. 4) will ensure that the work is done properly. We have not deleted the last sentence of former paragraph 5 (new Par. 7). In the unlikely event of an indemnified claim, Respondents will defend the claim but will not agree to also pay for Town counsel, absent Respondents' consent, to oversee the claim. We did not add language based on your comment number 9 as we do not understand what is intended. We should discuss this. Finally, Respondents are willing to pay some reasonable compensation for the Town's costs related to the Agreement, but do not believe that the proposed sum is appropriate under the circumstances.

Please give me a call to discuss the agreement once you have had a chance to review the changes. I look forward to hearing from you.

Kirk

Kirk R. Macfarlane
Counsel – Mid-Atlantic/Southeast/Western Regions
GE Corporate Environmental Programs

T (610) 992-7976
F (610) 992-7898
D *566-7976
E kirk.macfarlane@ge.com

640 Freedom Business Center
King of Prussia, PA 19406

From: Joe Catalano [mailto:catalano_jm@yahoo.com]
Sent: Monday, June 10, 2013 3:05 PM
To: Macfarlane, Kirk (GE, Corporate)
Subject: Agreement with Town of Nassau

Kirk,

Since we have been missing other via phone calls, I thought an email may be in order. There are a number of items that need to be addressed as follows:

1. Notice to the Nassau Highway Superintendent at least 5 business days prior to construction and upon completion of construction.
2. No assignment or transfer of agreement without written consent of Town of Nassau.
3. Performance bond - amount should cover cost of restoration and removal.
4. Restoration of road after pipe installed and after pipe removed must be completed to satisfaction of Highway Superintendent.
5. Respondent to be responsible for traffic control and safety measures during construction consistent with NYS DOT standards.
6. Delete last sentence of paragraph 5. Need to also represent that all employees, agents, contractors etc. will be covered by workman's comp and disability insurance per NYS law.
7. Certificate of insurance naming Town as additional insured with minimum limits of 1 mil per claim and 3 mil aggregate; \$250,000/750,000 for property damage.
8. Back fill shall be well graded and compacted and surface left in condition as good as when the work was commenced. All surplus earth, refuse or other items shall be cleaned up and removed by Permittee as work proceeds and road surface left in a neat and orderly condition. Excavated material shall not be deposited or left on pavement surfaces.
9. Respondent covenants, agrees and represents, in consideration of the grant of this permit, that any future or present injury to or disturbances of gutters or under drain , caused by placing mains or service pipes shall be repaired by the Town of Nassau Highway and permittee shall reimburse Town.
10. Paragraph 1 - should be revised to indicate that pipe is below road.
11. Town requests compensation of \$10,000 to cover its costs and inconveniences.

After you have had the opportunity to review the above, please contact me with any questions. I will be out this afternoon but should be in my office most of the day tomorrow and up to 2 pm on Wed.

Thanks,

Joe

RIGHT OF ENTRY AGREEMENT
MEAD ROAD PIPELINE CROSSING

This Agreement is made and shall be effective this _____ day of May, 2013, by and between General Electric Company, ("GE"), a New York corporation, SI Group, Inc., ("SI"), a New York corporation, (collectively referred to as "Respondents"), and the Town of Nassau ("Town"), a New York State municipality that is the owner of Mead Road, a public roadway in the Town of Nassau, New York that runs, in part, adjacent to a 19.6-acre inactive hazardous waste disposal area known as the Dewey Loeffel Landfill Superfund Site, ("Site"),.

Respondents, in order to perform response activities required by the United States Environmental Protection Agency ("USEPA"), have requested that Town permit Respondents, their employees, agents, representatives and contractors to enter upon Mead Road, adjacent to the Site, for the purpose of conducting certain activities as herein described.

1. Town shall grant Respondents, their agents and contractors, a right of entry to Mead Road consistent with the terms and conditions of this Agreement to construct and maintain a below ground pipeline crossing across Mead Road together with the right of ingress and egress to and from Mead Road, with all necessary material and equipment. The construction of the pipeline crossing will be in accordance with the detail set forth in Exhibit 1 to this Agreement. Access shall also be provided for the USEPA and the New York State Department of Environmental Conservation ("NYSDEC"), their contractors and oversight officials. Respondents are not USEPA's or NYSDEC's representative with respect to liability associated with the Site.

2. Respondents shall provide notice to the Town of Nassau Highway Superintendent at least five (5) business days prior to commencing construction and also upon completion of the construction.

23. This Agreement shall run from the date of execution of this Agreement until such time as the USEPA has approved termination of response activities at the Site.

34. All work performed by Respondents shall be done in a good and workmanlike manner so not to cause any damage to Mead Road or unreasonably interfere with the use of Mead Road. All surplus earth, refuse or other items shall be cleaned up and removed by Respondents as work proceeds and the road surface shall be left in a neat and orderly condition. Respondents shall repair or replace any and all damage caused by the work under this Agreement other than through reasonable wear and tear to Mead Road and shall leave Mead Road in substantially the same condition as it was prior to the commencement of all work. Back fill shall be well graded and compacted and excavated material shall not be deposited or left on pavement surfaces. Restoration of the road following construction and after removal of the pipeline, if EPA has approved termination pursuant to Paragraph 3 above, shall be completed to the reasonable satisfaction of the Town of Nassau Highway Superintendent. Said repairs or replacements shall be made within 60 days of the date within which Respondents have received notice of such damage from Town.

5. Respondents shall be responsible for taking appropriate traffic control and safety measures during construction consistent with New York State Department of Transportation standards.

6. Before Respondents or their contractor and subcontractor may access the property to construct the pipeline, Respondents' contractor and subcontractor shall provide Town with a certificate of insurance confirming that the following insurance coverage is effective to cover the work to be performed and that Town has been named as an additional insured on the Commercial General Liability policy: (i) Workers' Compensation and disability insurance as required by federal and state law; and, (ii) Commercial General Liability Insurance for bodily injury, personal injury and property damage with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) aggregate.

57. Respondents shall indemnify and hold harmless Town from and against any and all claims, damages, losses and expenses including, but not limited to, reasonable attorney's fees arising in connection with the claim of any person as a result of death, bodily injury or damage to property arising out of the activities of Respondents, their employees, agents, representatives or contractors conducted pursuant to this Agreement on Mead Road. Respondents will direct, control and pay for the defense of any claim they are required to defend under this Paragraph. Town shall provide Respondents prompt notice of any claim against Town and cooperate in Respondent's handling of the claim. Should Town retain counsel to oversee or otherwise assist the defense of any claim by Respondents, such expense shall be, absent written authority from Respondents, solely at the expense of Town.

8. In consideration of the promises herein contained, Respondents shall, within ten (10) days of execution of this Agreement, pay the sum of one thousand dollars \$1,000.00 to the Town to cover its costs related to the review of this Agreement.

9. This Agreement shall be binding upon Respondents, their successors and permitted assigns and shall inure to the benefit of Town, its successors and assigns.

10. This Agreement constitutes the entire agreement between the parties, may not be modified or amended except in writing and the rights of obligations hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

11. This Agreement may be executed in multiple parts in which case it shall become effective when the last party has executed the Agreement and delivered a copy to the other party.

IN WITNESS HEREOF, GENERAL ELECTRIC COMPANY, SI GROUP, INC., and TOWN have caused this Agreement to be executed the day and year first above written.

GENERAL ELECTRIC COMPANY

Date

SI GROUP, INC.

Date

TOWN OF NASSAU

Date

Exhibit 4

Hare, Paul (GE, Corporate)

From: Macfarlane, Kirk (GE, Corporate)
Sent: Wednesday, June 19, 2013 5:06 PM
To: catalano_jm@yahoo.com
Subject: Agreement with Town of Nassau
Attachments: Town of Nassau MeadRdCrossingAccess_Agreement6182013.rtf; Town of Nassau MeadRdCrossingAccess_Agreement6182013nonrdln.rtf

Joe,

I appreciated the chance to speak with you yesterday. I am attaching a revised draft agreement that addresses the issues we discussed. I added the borings to the work being performed. In addition, I added language regarding how damage to the road caused by the work under the agreement will be handled. This language shortens the time frame for making repairs. It also addresses how repairs that require immediate repair for traffic safety can be made by the Town and reimbursed by the Respondents. Please let me know if this language covers the issues we discussed. Finally, as we discussed, Respondents are willing to pay reasonable compensation for the Town's costs related your review of the Agreement. We believe the sum we proposed adequately covers those costs. As I indicated to you, we do not believe additional sums are appropriate under the circumstances.

Please give me a call to discuss the agreement once you have had a chance to review the changes. I look forward to hearing from you. We are hopeful to complete the work covered by the agreement shortly so that there is no delay to the important project of constructing the treatment system. We believe that it is in everyone's interest to complete that construction so that operation of the treatment system can begin as early as possible and the current trucking cease.

I have attached a marked up agreement showing the changes as well as a "clean" version for execution.

Regards,

Kirk

Kirk R. Macfarlane
Counsel – Mid-Atlantic/Southeast/Western Regions
GE Corporate Environmental Programs

T (610) 992-7976
F (610) 992-7898
D *566-7976
E kirk.macfarlane@ge.com

640 Freedom Business Center
King of Prussia, PA 19406

RIGHT OF ENTRY AGREEMENT
MEAD ROAD PIPELINE CROSSING

This Agreement is made and shall be effective this _____ day of ~~May~~June, 2013, by and between General Electric Company, ("GE"), a New York corporation, SI Group, Inc., ("SI"), a New York corporation, (collectively referred to as "Respondents"), and the Town of Nassau ("Town"), a New York State municipality that is the owner of Mead Road, a public roadway in the Town of Nassau, New York that runs, in part, adjacent to a 19.6-acre inactive hazardous waste disposal area known as the Dewey Loeffel Landfill Superfund Site, ("Site"),.

Respondents, in order to perform response activities required by the United States Environmental Protection Agency ("USEPA"), have requested that Town permit Respondents, their employees, agents, representatives and contractors to enter upon Mead Road, adjacent to the Site, for the purpose of conducting certain activities as herein described.

1. Town shall grant Respondents, their agents and contractors, a right of entry to Mead Road consistent with the terms and conditions of this Agreement to construct and maintain a below ground pipeline crossing Mead Road and to perform two soil borings at the location of the crossing together with the right of ingress and egress to and from Mead Road, with all necessary material and equipment. The construction of the pipeline crossing will be in accordance with the detail set forth in Exhibit 1 to this Agreement. Access shall also be provided for the USEPA and the New York State Department of Environmental Conservation ("NYSDEC"), their contractors and oversight officials. Respondents are not USEPA's or NYSDEC's representative with respect to liability associated with the Site.

2. Respondents shall provide notice to the Town of Nassau Highway Superintendent at least five (5) business days prior to commencing construction and also upon completion of the construction.

3. This Agreement shall run from the date of execution of this Agreement until such time as the USEPA has approved termination of response activities at the Site.

4. All work performed by Respondents shall be done in a good and workmanlike manner so not to cause any damage to Mead Road or unreasonably interfere with the use of Mead Road. All surplus earth, refuse or other items shall be cleaned up and removed by Respondents as work proceeds and the road surface shall be left in a neat and orderly condition. Respondents shall repair or replace any and all damage caused by the work under this Agreement other than through reasonable wear and tear to Mead Road and shall leave Mead Road in substantially the same condition as it was prior to the commencement of all work. Back fill shall be well graded and compacted and excavated material shall not be deposited or left on pavement surfaces. Restoration of the road following construction and after removal of the pipeline, if EPA has approved termination pursuant to Paragraph 3 above, shall be completed to the reasonable satisfaction of the Town of Nassau Highway Superintendent. Said repairs or replacements shall be made within 60-10 business days of the date within which Respondents have received notice of such damage from Town. If damage caused by the work under this Agreement requires immediate repair for traffic safety purposes, the Town Highway department may make such repairs and Respondents agree to reimburse the reasonable costs of such repairs. If the pipeline placement causes damage to Mead Road (e.g., erosion of road shoulder) following completion of the pipeline crossing construction, the Town shall notify Respondents and Respondents shall make repairs within ten (10) business days of the date within which Respondents have received notice of such damage from the Town, unless such damage requires immediate repair for traffic safety purposes, in which case the Highway department may make such repairs and Respondents agree to reimburse the reasonable costs of such repairs.

5. Respondents shall be responsible for taking appropriate traffic control and safety measures during construction consistent with New York State Department of Transportation standards.

6. Before Respondents or their contractor and subcontractor may access the property to construct the pipeline, Respondents' contractor and subcontractor shall provide Town with a certificate of insurance confirming that the following insurance coverage is effective to cover the work to be performed and that Town has been named as an additional insured on the Commercial General Liability policy: (i) Workers' Compensation and disability insurance as required by federal and state law; and, (ii) Commercial General Liability Insurance for bodily injury, personal injury and property damage with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) aggregate.

7. Respondents shall indemnify and hold harmless Town from and against any and all claims, damages, losses and expenses including, but not limited to, reasonable attorney's fees arising in connection with the claim of any person as a result of death, bodily injury or damage to property arising out of the activities of Respondents, their employees, agents, representatives or contractors conducted pursuant to this Agreement on Mead Road. Respondents will direct, control and pay for the defense of any claim they are required to defend under this Paragraph. Counsel retained by Respondents will be reasonably acceptable to Town. Town shall provide Respondents prompt notice of any claim against Town and cooperate in Respondent's handling of the claim. Should Town retain counsel to oversee or otherwise assist the defense of any claim by Respondents, such expense shall be, absent written authority from Respondents, solely at the expense of Town.

8. In consideration of the promises herein contained, Respondents shall, within ten (10) days of execution of this Agreement, pay the sum of one thousand dollars \$1,000.00 to the Town to cover its costs related to the review of this Agreement.

9. This Agreement shall be binding upon Respondents, their successors and permitted assigns and shall inure to the benefit of Town, its successors and assigns.

10. This Agreement constitutes the entire agreement between the parties, may not be modified or amended except in writing and the rights of obligations

hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

11. This Agreement may be executed in multiple parts in which case it shall become effective when the last party has executed the Agreement and delivered a copy to the other party.

IN WITNESS HEREOF, GENERAL ELECTRIC COMPANY, SI GROUP, INC., and TOWN have caused this Agreement to be executed the day and year first above written.

GENERAL ELECTRIC COMPANY

Date

SI GROUP, INC.

Date

TOWN OF NASSAU

Date

RIGHT OF ENTRY AGREEMENT
MEAD ROAD PIPELINE CROSSING

This Agreement is made and shall be effective this _____ day of June, 2013, by and between General Electric Company, ("GE"), a New York corporation, SI Group, Inc., ("SI"), a New York corporation, (collectively referred to as "Respondents"), and the Town of Nassau ("Town"), a New York State municipality that is the owner of Mead Road, a public roadway in the Town of Nassau, New York that runs, in part, adjacent to a 19.6-acre inactive hazardous waste disposal area known as the Dewey Loeffel Landfill Superfund Site, ("Site"),.

Respondents, in order to perform response activities required by the United States Environmental Protection Agency ("USEPA"), have requested that Town permit Respondents, their employees, agents, representatives and contractors to enter upon Mead Road, adjacent to the Site, for the purpose of conducting certain activities as herein described.

1. Town shall grant Respondents, their agents and contractors, a right of entry to Mead Road consistent with the terms and conditions of this Agreement to construct and maintain a below ground pipeline crossing Mead Road and to perform two soil borings at the location of the crossing together with the right of ingress and egress to and from Mead Road, with all necessary material and equipment. The construction of the pipeline crossing will be in accordance with the detail set forth in Exhibit 1 to this Agreement. Access shall also be provided for the USEPA and the New York State Department of Environmental Conservation ("NYSDEC"), their contractors and oversight officials. Respondents are not USEPA's or NYSDEC's representative with respect to liability associated with the Site.

2. Respondents shall provide notice to the Town of Nassau Highway Superintendent at least five (5) business days prior to commencing construction and also upon completion of the construction.

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5. Respondents shall be responsible for taking appropriate traffic control and safety measures during construction consistent with New York State Department of Transportation standards.

6. Before Respondents or their contractor and subcontractor may access the property to construct the pipeline, Respondents' contractor and subcontractor shall provide Town with a certificate of insurance confirming that the following insurance coverage is effective to cover the work to be performed and that Town has been named as an additional insured on the Commercial General Liability policy: (i) Workers' Compensation and disability insurance as required by federal and state law; and, (ii) Commercial General Liability Insurance for bodily injury, personal injury and property damage with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) aggregate.

7. Respondents shall indemnify and hold harmless Town from and against any and all claims, damages, losses and expenses including, but not limited to, reasonable attorney's fees arising in connection with the claim of any person as a result of death, bodily injury or damage to property arising out of the activities of Respondents, their employees, agents, representatives or contractors conducted pursuant to this Agreement on Mead Road. Respondents will direct, control and pay for the defense of any claim they are required to defend under this Paragraph. Counsel retained by Respondents will be reasonably acceptable to Town. Town shall provide Respondents prompt notice of any claim against Town and cooperate in Respondent's handling of the claim. Should Town retain counsel to oversee or otherwise assist the defense of any claim by Respondents, such expense shall be, absent written authority from Respondents, solely at the expense of Town.

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11. This Agreement may be executed in multiple parts in which case it shall become effective when the last party has executed the Agreement and delivered a copy to the other party.

IN WITNESS HEREOF, GENERAL ELECTRIC COMPANY, SI GROUP, INC., and TOWN have caused this Agreement to be executed the day and year first above written.

GENERAL ELECTRIC COMPANY

Date

SI GROUP, INC.

Date

TOWN OF NASSAU

Date

Exhibit 5

Hare, Paul (GE, Corporate)

From: Macfarlane, Kirk (GE, Corporate)
Sent: Thursday, June 20, 2013 1:19 PM
To: Hare, Paul (GE, Corporate)
Subject: FW: Agreement with Town of Nassau
Attachments: Town of Nassau MeadRdCrossingAccess_Agreement6182013nonrdln.rtf; Nassau Insurance Rider.docx

From: Joe Catalano [mailto:catalano_jm@yahoo.com]
Sent: Thursday, June 20, 2013 12:40 PM
To: Macfarlane, Kirk (GE, Corporate)
Subject: Re: Agreement with Town of Nassau

Kirk,

The changes you made per our discussion are acceptable to me. I also made some minor changes to the Agreement which are indicated in red. Also, I had the it reviewed by the Town's insurance advisor and he would like the attached exhibit on insurance requirements to be added to the Agreement. I will forward the agreement to the members of the Town Board in order to get their feedback before asking for an official decision on whether to authorize the execution of the agreement and I will let yo know their response.

I have to head out of the office now and I am leaving town tomorrow returning Tuesday next week. I will monitor my emails and keep you posted on the Town Board members response.

Joe

From: "Macfarlane, Kirk (GE, Corporate)" <kirk.macfarlane@ge.com>
To: "catalano_jm@yahoo.com" <catalano_jm@yahoo.com>
Sent: Wednesday, June 19, 2013 5:06 PM
Subject: Agreement with Town of Nassau

Joe,

I appreciated the chance to speak with you yesterday. I am attaching a revised draft agreement that addresses the issues we discussed. I added the borings to the work being performed. In addition, I added language regarding how damage to the road caused by the work under the agreement will be handled. This language shortens the time frame for making repairs. It also addresses how repairs that require immediate repair for traffic safety can be made by the Town and reimbursed by the Respondents. Please let me know if this language covers the issues we discussed. Finally, as we discussed, Respondents are willing to pay reasonable compensation for the Town's costs related your review of the Agreement. We believe the sum we proposed adequately covers those costs. As I indicated to you, we do not believe additional sums are appropriate under the circumstances.

Please give me a call to discuss the agreement once you have had a chance to review the changes. I look forward to hearing from you. We are hopeful to complete the work covered by the agreement shortly so that there is no delay to the important project of constructing the treatment system. We believe that it is in everyone's interest to complete that construction so that operation of the treatment system can begin as early as possible and the current trucking cease.

I have attached a marked up agreement showing the changes as well as a "clean" version for execution.

Regards,

Kirk

Kirk R. Macfarlane
Counsel — Mid-Atlantic/Southeast/Western Regions
GE Corporate Environmental Programs

T (610) 992-7976
F (610) 992-7898
D *566-7976
E kirk.macfarlane@ge.com

640 Freedom Business Center
King of Prussia, PA 19406

RIGHT OF ENTRY AGREEMENT
MEAD ROAD PIPELINE CROSSING

This Agreement is made and shall be effective this _____ day of June, 2013, by and between General Electric Company, ("GE"), a New York corporation, SI Group, Inc., ("SI"), a New York corporation, (collectively referred to as "Respondents"), and the Town of Nassau ("Town"), a New York State municipality that is the owner of Mead Road, a public roadway in the Town of Nassau, New York that runs, in part, adjacent to a 19.6-acre inactive hazardous waste disposal area known as the Dewey Loeffel Landfill Superfund Site, ("Site"),.

Respondents, in order to perform response activities required by the United States Environmental Protection Agency ("USEPA"), have requested that Town permit Respondents, their employees, agents, representatives and contractors to enter upon Mead Road, adjacent to the Site, for the purpose of conducting certain activities as herein described.

1. Town shall grant Respondents, their agents and contractors, a right of entry to Mead Road consistent with the terms and conditions of this Agreement to construct and maintain a below ground pipeline crossing Mead Road and to perform two soil borings at the location of the crossing together with the right of ingress and egress to and from Mead Road, with all necessary material and equipment. The construction of the pipeline crossing will be in accordance with the detail set forth in Exhibit 1 to this Agreement. Access shall also be provided for the USEPA and the New York State Department of Environmental Conservation ("NYSDEC"), their contractors and oversight officials. Respondents are not USEPA's or NYSDEC's representative with respect to liability associated with the Site.

2. Respondents shall provide notice to the Town of Nassau Highway Superintendent at least five (5) business days prior to commencing construction and also upon completion of the construction.

3. This Agreement shall run from the date of execution of this Agreement

until such time as the USEPA has approved termination of response activities at the Site.

4. All work performed by Respondents shall be done in a good and workmanlike manner so not to cause any damage to Mead Road or unreasonably interfere with the use of Mead Road. All surplus earth, refuse or other items shall be cleaned up and removed by Respondents as work proceeds and the road surface shall be left in a neat and orderly condition. Respondents shall repair or replace any and all damage caused by the work under this Agreement other than through reasonable wear and tear to Mead Road and shall leave Mead Road in substantially the same condition as it was prior to the commencement of all work. Back fill shall be well graded and compacted and excavated material shall not be deposited or left on pavement surfaces. Restoration of the road following construction and after removal of the pipeline, if EPA has approved termination pursuant to Paragraph 3 above, shall be completed to the reasonable satisfaction of the Town of Nassau Highway Superintendent. Said repairs or replacements shall be made within 10 business days of the date within which Respondents have received notice of such damage from Town. If damage caused by the work under this Agreement requires immediate repair for traffic safety purposes, the Town Highway department may make such repairs and Respondents agree to reimburse the reasonable costs of such repairs. If the pipeline placement causes damage to Mead Road (e.g., erosion of road shoulder) following completion of the pipeline crossing construction, the Town shall notify Respondents and Respondents shall make repairs within ten (10) business days of the date within which Respondents have received notice of such damage from the Town, unless such damage requires immediate repair for traffic safety purposes, in which case the Highway department may make such repairs and Respondents agree to reimburse the reasonable costs of such repairs.

5. Respondents shall be responsible for taking appropriate traffic control and safety measures during construction consistent with New York State Department of Transportation standards.

6. Before Respondents or their contractor and subcontractor may access the

property to construct the pipeline or to perform the soil borings, Respondents' contractor and subcontractor shall provide Town with a certificate of insurance confirming that the following insurance coverage is effective to cover the work to be performed and that Town has been named as an additional insured in accordance with the requirements of Exhibit A, annexed hereto and made a part hereof. on the Commercial General Liability policy: (i) Workers' Compensation and disability insurance as required by federal and state law; and, (ii) Commercial General Liability Insurance for bodily injury, personal injury and property damage with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) aggregate. [delete]

7. Respondents shall indemnify and hold harmless Town, its elected and appointed officers, and employees, from and against any and all claims, damages, losses and expenses including, but not limited to, reasonable attorney's fees arising in connection with the claim of any person as a result of death, bodily injury or damage to property arising out of the activities of Respondents, their employees, agents, representatives, contractors or subcontractors conducted pursuant to this Agreement on Mead Road. Respondents will direct, control and pay for the defense of any claim they are required to defend under this Paragraph. Counsel retained by Respondents will be reasonably acceptable to Town. Town shall provide Respondents prompt notice of any claim against Town and cooperate in Respondent's handling of the claim. Should Town retain counsel to oversee or otherwise assist the defense of any claim by Respondents, such expense shall be, absent written authority from Respondents, solely at the expense of Town. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Respondents under the Worker's Compensation Acts, disability benefits acts or other employee benefit acts or by the insurance required herein. All indemnification obligations of the Respondents under this agreement shall remain in full force and effect as to the claims occurring after this Agreement is terminated or completed and shall not be limited by the insurance requirements contained herein.

8. In consideration of the promises herein contained, Respondents shall, within ten (10) days of execution of this Agreement, pay the sum of one thousand

dollars \$1,000.00 to the Town to cover its costs related to the review of this Agreement.

9. This Agreement shall be binding upon Respondents, their successors and permitted assigns and shall inure to the benefit of Town, its successors and assigns.

10. This Agreement constitutes the entire agreement between the parties, may not be modified or amended except in writing and the rights of obligations hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

11. This Agreement may be executed in multiple parts in which case it shall become effective when the last party has executed the Agreement and delivered a copy to the other party.

IN WITNESS HEREOF, GENERAL ELECTRIC COMPANY, SI GROUP, INC., and TOWN have caused this Agreement to be executed the day and year first above written.

GENERAL ELECTRIC COMPANY

Date

SI GROUP, INC.

Date

TOWN OF NASSAU

Date

EXHIBIT A – INSURANCE AND BONDS

For the Following Project: Meade Road, pipe installation and test borings, Town of Nassau

The Owner: Town of Nassau

The Contractor: General Electric Company

Insurance

Before a Contractor does any work at or delivers materials to the Project Site, Contractor shall procure and maintain the following coverage:

A.1.1 Workers' Compensation and Employers' Liability Insurance: As required by Statute and/or Regulation. Exclusions for the Proprietor/Partners/Executive Officers will not be permitted. Must include waiver of subrogation.

A.1.2 Comprehensive Automobile Liability: Including owned, non-owned, leased and hired Automobiles with a limit of not less than \$1,000,000, per accident combined single limit or bodily injury and property damage. If operations include the transportation of hazardous material, automobile liability policy shall contain coverage for transportation of hazardous material endorsement CA9948 or its equivalent. The automobile policy will attach a MCS-90 endorsement.

A.1.3 Commercial General Liability: Insurance for liability due to bodily injury, property damage, and personal & advertising injury sustained or alleged to have been sustained by any person or entity with the following limits:

(a) General Aggregate	\$2,000,000
(b) Products & Completed Operations Aggregate	\$2,000,000
(c) Personal & Advertising Injury	\$1,000,000
(d) Each Occurrence	\$1,000,000

Note: All coverage shall be on an Occurrence Form and include Blanket Contractual Liability coverage. Claims-made coverage is not acceptable. General Aggregate limits must apply separately to each project. Coverage shall include the perils of explosion, collapse, and underground liability (XCU), independent contractor's coverage, broad form property damage including completed operations and include coverage for suits brought by employees of Contractor.

A.1.4 Umbrella Liability: With limits of not less than \$3,000,000 for each occurrence and in the aggregate. Coverage must be on a follow form basis. General Aggregate limits must apply separately.

A.1.5 Total Coverage Requirement: Owner requires that the Contractor provide a total of \$4,000,000 per occurrence and \$5,000,000 aggregate limits. This total can be achieved by a combination of primary Commercial General Liability and Comprehensive Automobile with an Umbrella providing the total limit of not less than \$4,000,000.

A.1.6 Environmental: Contractors performing asbestos abatement, lead abatement, EIFS, mold and/or other environmental abatement and/or remediation work shall provide Environmental Liability Insurance to cover their operations with a limit of \$2,000,000 per occurrence and aggregate coverage. Coverage must be written on an Occurrence Form. Claims-made coverage may

be acceptable subject to Owner's approval. Coverage must include Additional Insureds for on-going and completed operations, waiver of subrogation and primary and non-contributory endorsements. If coverage is written on a claims-made basis, the certificate of insurance will clearly so state.

A.1.7 Delegated Design Liability: It is anticipated that, in certain situations, design liability will be delegated to contractors and/or subcontractors. It is required that any contractor and/or subcontractor that is delegated design work obtain professional liability directly from the design professional in the following limits. If the coverage is written on a claims-made basis, the certificate of insurance will clearly so state.

(a) Each Occurrence Limit	\$2,000,000
(b) Aggregate	\$2,000,000

A.1.8 Builders Risk Insurance: Will be maintained by the Owner and cover direct physical damage to the work on a "special form". This is subject to the terms, conditions, exclusions, deductibles, etc. of the policies.

A.1.9 ALL POLICIES Shall Contain the Following:

- **A Waiver of Subrogation** in the favor of Town of Nassau.
- All Policies of insurance, including Umbrella Liability, shall be **primary and non-contributory** to any other insurance providing coverage to Town of Nassau.
- The use of S.I.R.'s or deductibles will not be allowed unless specifically approved by the Owner in advance of any work by Contractor, subcontractor or sub-subcontractors.
- Coverage must be maintained for one (1) year after substantial completion of the Project or to the extent required by the Contract Documents, whichever is longer.

A.2 Additional Insureds: Endorsements must be furnished and attached to the required Certificate of Insurance, for all policies of insurance, except workers compensation, adding Town of Nassau and any other parties required by the Contract Documents and/or this Subcontract as Additional Insureds. Endorsement CG 20 10 11 85 or its equivalent, additional insured for on-going and completed operations, to be used on General Liability policy. Additional Insured Endorsements that limit coverage to less than what is required by this subcontract will not be accepted.

Endorsements must be furnished for all policies of insurance required under this stating that coverage will not be altered, canceled, or allowed to expire without thirty (30) days written notice by registered mail to Owner and Construction Manager and Architect.

A.3 Certificate of Insurance: A certificate of insurance, and appropriate endorsements acceptable to Town of Nassau, must be furnished and received by Town of Nassau reflecting the inclusion of the interests of Town of Nassau required by the Contract Documents as ADDITIONAL INSUREDS (form CG 20 10 11 85 or its equivalent on General Liability policy) before the Owner will execute the Contract, before any work is performed on the project or upon request by Owner at any time during the project. The certificate must state coverage will not be altered, canceled or allowed to expire without thirty (30) days written notice by registered mail to Owner.

A.4 Certified Copies: Contractor shall provide upon request to Owner certified copies of all policies of insurance required under this Agreement, including but not limited to declarations, endorsements, riders, and the like that evidence all of the coverages and terms required under this Agreement.

A.5 Subcontractors & Sub-subcontractors: Should the Contractor engage any Subcontractors or Sub-subcontractors, the provisions herein shall apply to each such Subcontractor and/or Sub-subcontractor. The Contractor shall be responsible for securing certificates of insurance and endorsements/policies where necessary from all Subcontractors and/or Sub-subcontractors for insurance coverage limits not less than the limits indicated above and shall provide such documents to the Owner prior to any work by a Subcontractor and/or Sub-subcontractors on the project.

A.6 Insurance Company License: All insurance companies providing coverage to Contractor, subcontractors or any sub-subcontractors **shall** be licensed to do business in the State of New York or otherwise acceptable to owner and/or Owner. All insurance carriers must have a financial rating of at least "A" as defined by A.M. Best Company.

A.7 Coverage and Limits: It is understood and agreed that the insurance coverage and limits required under this Agreement shall not limit the extent of the Contractor's responsibilities and liabilities specified within the Contract Documents or by law.

If higher limits, broader provisions or other forms of insurance are required in the Contract Documents, Contractor will comply with such requirements. Owner retains the option of requiring the Contractor to supply certified copies of any insurance policies. If Contractor fails to procure and maintain any insurance coverage required by this Agreement, Owner may procure such insurance and charge the expense to Contractor, or Owner may terminate this Agreement. Owner's failure to enforce any of the provisions of this Section shall not act as a waiver of the Contractor's obligation to procure the required insurance or as a waiver to enforcement of any of these provisions at a later date.

A.8. All insurance policies required under this provision shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to Town of Nassau. Regardless of the policy provisions, General Electric Company is responsible for providing Town of Nassau thirty (30) days written notice of cancellation. Certificates of Insurance and insurers shall be acceptable to Town of Nassau as required by in the Contract Documents, as additional insured, as provided herein, shall evidence and identify all deductibles and self-insured retentions ("SIRs"), and shall continue to be provided throughout the duration of the Project. All insurance carriers must have a financial rating of at least A as defined by A.M. Best Company.

Exhibit 6

Hare, Paul (GE, Corporate)

From: Macfarlane, Kirk (GE, Corporate)
Sent: Thursday, June 20, 2013 2:24 PM
To: Hare, Paul (GE, Corporate)
Subject: FW: Agreement with Town of Nassau
Attachments: Town of Nassau MeadRdCrossingAccess_Agreement6202013.rtf; Town of Nassau MeadRdCrossingAccess_Agreement6202013nonrdln.rtf; ExhA ARCADIS amd DA Collins Insurance Certs.pdf

fyi

From: Macfarlane, Kirk (GE, Corporate)
Sent: Thursday, June 20, 2013 2:22 PM
To: 'Joe Catalano'
Subject: RE: Agreement with Town of Nassau

Joe,

I accepted the changes you proposed to Paragraph 7. With respect to the insurance requirements, I think there is a simpler way to deal with this. We have already gotten our contractor (Arcadis) and subcontractor (DA Collins) to provide insurance certificates naming the Town as an additional insured. I propose to revise Paragraph 6 to reference the insurance certificates, which would be attached as Exhibit A to the agreement, as meeting the Town's insurance requirements and naming the Town as an additional insured. Please let me know if this is acceptable. I am attaching a markup of the agreement with these changes. I am also attaching a clean version of the agreement for execution by the Town.

I look forward to hearing from you and hope to finalize the agreement shortly. Thank you for your help.

Kirk

From: Joe Catalano [mailto:catalano_jm@yahoo.com]
Sent: Thursday, June 20, 2013 12:40 PM
To: Macfarlane, Kirk (GE, Corporate)
Subject: Re: Agreement with Town of Nassau

Kirk,

The changes you made per our discussion are acceptable to me. I also made some minor changes to the Agreement which are indicated in red. Also, I had the it reviewed by the Town's insurance advisor and he would like the attached exhibit on insurance requirements to be added to the Agreement. I will forward the agreement to the members of the Town Board in order to get their feedback before asking for an official decision on whether to authorize the execution of the agreement and I will let yo know their response.

I have to head out of the office now and I am leaving town tomorrow returning Tuesday next week. I will monitor my emails and keep you posted on the Town Board members response.

Joe

From: "Macfarlane, Kirk (GE, Corporate)" <kirk.macfarlane@ge.com>
To: "catalano_jm@yahoo.com" <catalano_jm@yahoo.com>

Sent: Wednesday, June 19, 2013 5:06 PM

Subject: Agreement with Town of Nassau

Joe,

I appreciated the chance to speak with you yesterday. I am attaching a revised draft agreement that addresses the issues we discussed. I added the borings to the work being performed. In addition, I added language regarding how damage to the road caused by the work under the agreement will be handled. This language shortens the time frame for making repairs. It also addresses how repairs that require immediate repair for traffic safety can be made by the Town and reimbursed by the Respondents. Please let me know if this language covers the issues we discussed. Finally, as we discussed, Respondents are willing to pay reasonable compensation for the Town's costs related your review of the Agreement. We believe the sum we proposed adequately covers those costs. As I indicated to you, we do not believe additional sums are appropriate under the circumstances.

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I have attached a marked up agreement showing the changes as well as a "clean" version for execution.

Regards,

Kirk

Kirk R. Macfarlane
Counsel – Mid-Atlantic/Southeast/Western Regions
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E kirk.macfarlane@ge.com

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RIGHT OF ENTRY AGREEMENT
MEAD ROAD PIPELINE CROSSING

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1. Town shall grant Respondents, their agents and contractors, a right of entry to Mead Road consistent with the terms and conditions of this Agreement to construct and maintain a below ground pipeline crossing Mead Road and to perform two soil borings at the location of the crossing together with the right of ingress and egress to and from Mead Road, with all necessary material and equipment. The construction of the pipeline crossing will be in accordance with the detail set forth in Exhibit 1 to this Agreement. Access shall also be provided for the USEPA and the New York State Department of Environmental Conservation ("NYSDEC"), their contractors and oversight officials. Respondents are not USEPA's or NYSDEC's representative with respect to liability associated with the Site.

2. Respondents shall provide notice to the Town of Nassau Highway Superintendent at least five (5) business days prior to commencing construction and also upon completion of the construction.

3. This Agreement shall run from the date of execution of this Agreement

until such time as the USEPA has approved termination of response activities at the Site.

4. All work performed by Respondents shall be done in a good and workmanlike manner so not to cause any damage to Mead Road or unreasonably interfere with the use of Mead Road. All surplus earth, refuse or other items shall be cleaned up and removed by Respondents as work proceeds and the road surface shall be left in a neat and orderly condition. Respondents shall repair or replace any and all damage caused by the work under this Agreement other than through reasonable wear and tear to Mead Road and shall leave Mead Road in substantially the same condition as it was prior to the commencement of all work. Back fill shall be well graded and compacted and excavated material shall not be deposited or left on pavement surfaces. Restoration of the road following construction and after removal of the pipeline, if EPA has approved termination pursuant to Paragraph 3 above, shall be completed to the reasonable satisfaction of the Town of Nassau Highway Superintendent. Said repairs or replacements shall be made within 10 business days of the date within which Respondents have received notice of such damage from Town. If damage caused by the work under this Agreement requires immediate repair for traffic safety purposes, the Town Highway department may make such repairs and Respondents agree to reimburse the reasonable costs of such repairs. If the pipeline placement causes damage to Mead Road (e.g., erosion of road shoulder) following completion of the pipeline crossing construction, the Town shall notify Respondents and Respondents shall make repairs within ten (10) business days of the date within which Respondents have received notice of such damage from the Town, unless such damage requires immediate repair for traffic safety purposes, in which case the Highway department may make such repairs and Respondents agree to reimburse the reasonable costs of such repairs.

5. Respondents shall be responsible for taking appropriate traffic control and safety measures during construction consistent with New York State Department of Transportation standards.

6. ~~Before Respondents or their contractor and subcontractor may access the~~

~~property to construct the pipeline or to perform the soil borings, Respondents' contractor and subcontractor shall have provided Town with a the certificates of insurance annexed hereto as Exhibit A and made a part hereof, confirming that the following appropriate insurance coverage is effective to cover the work to be performed and that Town has been named as an additional insured in accordance with the requirements of Exhibit A, annexed hereto and made a part hereof. on the Commercial General Liability policy: (i) Workers' Compensation and disability insurance as required by federal and state law; and, (ii) Commercial General Liability Insurance for bodily injury, personal injury and property damage with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) aggregate. [delete]~~

7. Respondents shall indemnify and hold harmless Town, its elected and appointed officers, and employees, from and against any and all claims, damages, losses and expenses including, but not limited to, reasonable attorney's fees arising in connection with the claim of any person as a result of death, bodily injury or damage to property arising out of the activities of Respondents, their employees, agents, representatives, contractors or subcontractors conducted pursuant to this Agreement on Mead Road. Respondents will direct, control and pay for the defense of any claim they are required to defend under this Paragraph. Counsel retained by Respondents will be reasonably acceptable to Town. Town shall provide Respondents prompt notice of any claim against Town and cooperate in Respondent's handling of the claim. Should Town retain counsel to oversee or otherwise assist the defense of any claim by Respondents, such expense shall be, absent written authority from Respondents, solely at the expense of Town. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Respondents under the Worker's Compensation Acts, disability benefits acts or other employee benefit acts or by the insurance required herein. All indemnification obligations of the Respondents under this agreement shall remain in full force and effect as to the claims occurring after this Agreement is terminated or completed and shall not be limited by the insurance requirements contained herein.

8. In consideration of the promises herein contained, Respondents shall,

within ten (10) days of execution of this Agreement, pay the sum of one thousand dollars \$1,000.00 to the Town to cover its costs related to the review of this Agreement.

9. This Agreement shall be binding upon Respondents, their successors and permitted assigns and shall inure to the benefit of Town, its successors and assigns.

10. This Agreement constitutes the entire agreement between the parties, may not be modified or amended except in writing and the rights of obligations hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

11. This Agreement may be executed in multiple parts in which case it shall become effective when the last party has executed the Agreement and delivered a copy to the other party.

IN WITNESS HEREOF, GENERAL ELECTRIC COMPANY, SI GROUP, INC., and TOWN have caused this Agreement to be executed the day and year first above written.

GENERAL ELECTRIC COMPANY

Date

SI GROUP, INC.

Date

TOWN OF NASSAU

Date

RIGHT OF ENTRY AGREEMENT
MEAD ROAD PIPELINE CROSSING

This Agreement is made and shall be effective this _____ day of June, 2013, by and between General Electric Company, ("GE"), a New York corporation, SI Group, Inc., ("SI"), a New York corporation, (collectively referred to as "Respondents"), and the Town of Nassau ("Town"), a New York State municipality that is the owner of Mead Road, a public roadway in the Town of Nassau, New York that runs, in part, adjacent to a 19.6-acre inactive hazardous waste disposal area known as the Dewey Loeffel Landfill Superfund Site, ("Site"),.

Respondents, in order to perform response activities required by the United States Environmental Protection Agency ("USEPA"), have requested that Town permit Respondents, their employees, agents, representatives and contractors to enter upon Mead Road, adjacent to the Site, for the purpose of conducting certain activities as herein described.

1. Town shall grant Respondents, their agents and contractors, a right of entry to Mead Road consistent with the terms and conditions of this Agreement to construct and maintain a below ground pipeline crossing Mead Road and to perform two soil borings at the location of the crossing together with the right of ingress and egress to and from Mead Road, with all necessary material and equipment. The construction of the pipeline crossing will be in accordance with the detail set forth in Exhibit 1 to this Agreement. Access shall also be provided for the USEPA and the New York State Department of Environmental Conservation ("NYSDEC"), their contractors and oversight officials. Respondents are not USEPA's or NYSDEC's representative with respect to liability associated with the Site.

2. Respondents shall provide notice to the Town of Nassau Highway Superintendent at least five (5) business days prior to commencing construction and also upon completion of the construction.

3. This Agreement shall run from the date of execution of this Agreement

until such time as the USEPA has approved termination of response activities at the Site.

4. All work performed by Respondents shall be done in a good and workmanlike manner so not to cause any damage to Mead Road or unreasonably interfere with the use of Mead Road. All surplus earth, refuse or other items shall be cleaned up and removed by Respondents as work proceeds and the road surface shall be left in a neat and orderly condition. Respondents shall repair or replace any and all damage caused by the work under this Agreement other than through reasonable wear and tear to Mead Road and shall leave Mead Road in substantially the same condition as it was prior to the commencement of all work. Back fill shall be well graded and compacted and excavated material shall not be deposited or left on pavement surfaces. Restoration of the road following construction and after removal of the pipeline, if EPA has approved termination pursuant to Paragraph 3 above, shall be completed to the reasonable satisfaction of the Town of Nassau Highway Superintendent. Said repairs or replacements shall be made within 10 business days of the date within which Respondents have received notice of such damage from Town. If damage caused by the work under this Agreement requires immediate repair for traffic safety purposes, the Town Highway department may make such repairs and Respondents agree to reimburse the reasonable costs of such repairs. If the pipeline placement causes damage to Mead Road (e.g., erosion of road shoulder) following completion of the pipeline crossing construction, the Town shall notify Respondents and Respondents shall make repairs within ten (10) business days of the date within which Respondents have received notice of such damage from the Town, unless such damage requires immediate repair for traffic safety purposes, in which case the Highway department may make such repairs and Respondents agree to reimburse the reasonable costs of such repairs.

5. Respondents shall be responsible for taking appropriate traffic control and safety measures during construction consistent with New York State Department of Transportation standards.

6. Respondents' contractor and subcontractor have provided Town with the

certificates of insurance annexed hereto as Exhibit A and made a part hereof, confirming that appropriate insurance coverage is effective to cover the work to be performed and that Town has been named as an additional insured.

7. Respondents shall indemnify and hold harmless Town, its elected and appointed officers, and employees, from and against any and all claims, damages, losses and expenses including, but not limited to, reasonable attorney's fees arising in connection with the claim of any person as a result of death, bodily injury or damage to property arising out of the activities of Respondents, their employees, agents, representatives, contractors or subcontractors conducted pursuant to this Agreement on Mead Road. Respondents will direct, control and pay for the defense of any claim they are required to defend under this Paragraph. Counsel retained by Respondents will be reasonably acceptable to Town. Town shall provide Respondents prompt notice of any claim against Town and cooperate in Respondent's handling of the claim. Should Town retain counsel to oversee or otherwise assist the defense of any claim by Respondents, such expense shall be, absent written authority from Respondents, solely at the expense of Town. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Respondents under the Worker's Compensation Acts, disability benefits acts or other employee benefit acts or by the insurance required herein. All indemnification obligations of the Respondents under this agreement shall remain in full force and effect as to the claims occurring after this Agreement is terminated or completed and shall not be limited by the insurance requirements contained herein.

8. In consideration of the promises herein contained, Respondents shall, within ten (10) days of execution of this Agreement, pay the sum of one thousand dollars \$1,000.00 to the Town to cover its costs related to the review of this Agreement.

9. This Agreement shall be binding upon Respondents, their successors and permitted assigns and shall inure to the benefit of Town, its successors and assigns.

10. This Agreement constitutes the entire agreement between the parties,

may not be modified or amended except in writing and the rights of obligations hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

11. This Agreement may be executed in multiple parts in which case it shall become effective when the last party has executed the Agreement and delivered a copy to the other party.

IN WITNESS HEREOF, GENERAL ELECTRIC COMPANY, SI GROUP, INC., and TOWN have caused this Agreement to be executed the day and year first above written.

GENERAL ELECTRIC COMPANY

Date

SI GROUP, INC.

Date

TOWN OF NASSAU

Date

EXHIBIT A – INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED ARCADIS U.S., Inc. 630 Plaza Drive, Suite 100 Highlands Ranch CO 80129 USA	INSURER A: Greenwich Insurance Company	22322
	INSURER B: XL Specialty Insurance Co	37885
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570050301872

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GEC001076111	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Property Damage to			AEC001075811 AOS AEC001719509 MA	01/01/2013 01/01/2013	01/01/2014 01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			UEC001075911 SIR applies per policy terms & conditions	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWD943516307 All other States RWR943516707 WI	01/01/2013 01/01/2013	01/01/2014 01/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570050301872

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Electric Company, SI Group and the Town of Nassau are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

General Electric Company Attn: Paul Hare 319 Great Oaks Boulevard Albany NY 12203 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>

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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 283-7122	FAX (A/C, No.): 800-363-0105
INSURED ARCADIS U.S., Inc. 630 Plaza Drive, Suite 100 Highlands Ranch CO 80129 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570050300787

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Contractor Poll			015448990 Prof. & Poll. Liability SIR applies per policy terms & conditions	06/01/2013	06/01/2014	Each Claim Annual Aggregate \$6,000,000 \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. General Electric Company, SI Group and the Town of Nassau are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, with respect to the Pollution Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

General Electric Company Attn: Paul Hare 319 Great Oaks Blvd. Albany NY 12203 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>

Holder Identifier :

Certificate No : 570050300787



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services South, Inc.		NAMED INSURED ARCADIS U.S., Inc.	
POLICY NUMBER See Certificate Number: 570050300787		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570050300787	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
	<input checked="" type="checkbox"/> Claims-Made							
	<input checked="" type="checkbox"/> Professional Liabil							
	<input checked="" type="checkbox"/> and Contractors							
	<input checked="" type="checkbox"/> Pollution Liability							

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cool Insuring Agency Inc 784 Troy Schenectady Road Latham, NY 12110 518 783-2665	CONTACT NAME: PHONE (A/C, No, Ext): 518 783-2665 FAX (A/C, No): 518 783-8754 E-MAIL ADDRESS:														
INSURED DA Collins Environmental Services LLC 269 Ballard Rd Wilton, NY 12831	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins Co Pitt</td> <td>19445</td> </tr> <tr> <td>INSURER B : Starr Indemnity & Liability Com</td> <td>38318</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D : Guardian</td> <td>AB999</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co Pitt	19445	INSURER B : Starr Indemnity & Liability Com	38318	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Guardian	AB999	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : National Union Fire Ins Co Pitt	19445														
INSURER B : Starr Indemnity & Liability Com	38318														
INSURER C : New Hampshire Insurance Company	23841														
INSURER D : Guardian	AB999														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

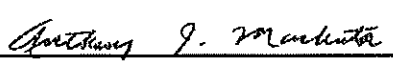
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL6988406	01/01/2013	01/01/2014	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY	\$2,000,000
	<input type="checkbox"/> Included						GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			CA1707466	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> Drive Oth Car							\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS							
B	UMBRELLA LIAB			SISCCCL01692813	01/01/2013	01/01/2014	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC021417619	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Disability			923815DBL	01/01/2013	Continuous	Statutory	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ARCADIS US Inc, General Electric Company, SI Group and Town of Nassau are added to the General Liability, Auto Liability and Umbrella Coverage as Additional Insured on a Primary and Non-Contributory basis if required by written contract. Waiver of Subrogation applies if required by written contract subject to the policy terms & conditions. Severability of interest applies as if each named insured were the only named insured and separately to each insured against whom claim is made or suit is brought in accordance with the (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Arcadis US Inc 6723 Towpath Rd PO Box 66 Syracuse, NY 13214	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

policy provisions. Umbrella liability is follow form over the general liability, automobile liability and workers compensation/employers liability coverages in accordance with the policy provisions.

Exhibit 7

Hare, Paul (GE, Corporate)

From: Macfarlane, Kirk (GE, Corporate)
Sent: Friday, June 21, 2013 8:57 AM
To: Hare, Paul (GE, Corporate)
Subject: FW: Agreement with Town of Nassau

fyi

From: Joe Catalano [mailto:catalano_jm@yahoo.com]
Sent: Friday, June 21, 2013 8:53 AM
To: Macfarlane, Kirk (GE, Corporate)
Subject: Re: Agreement with Town of Nassau

Kirk,

I am ok with your suggestion on the insurance provided that I can have the Town's insurance representative review the certificates prior to execution of the agreement.

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From: "Macfarlane, Kirk (GE, Corporate)" <kirk.macfarlane@ge.com>
To: Joe Catalano <catalano_jm@yahoo.com>
Sent: Thursday, June 20, 2013 2:23 PM
Subject: RE: Agreement with Town of Nassau

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Sent: Thursday, June 20, 2013 12:40 PM
To: Macfarlane, Kirk (GE, Corporate)
Subject: Re: Agreement with Town of Nassau

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To: "catalano_jm@yahoo.com" <catalano_jm@yahoo.com>
Sent: Wednesday, June 19, 2013 5:06 PM
Subject: Agreement with Town of Nassau

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Regards,

Kirk

Kirk R. Macfarlane
Counsel – Mid-Atlantic/Southeast/Western Regions
GE Corporate Environmental Programs

T (610) 992-7976
F (610) 992-7898
D *566-7976
E kirk.macfarlane@ge.com

640 Freedom Business Center
King of Prussia, PA 19406

Exhibit 8

Hare, Paul (GE, Corporate)

From: Macfarlane, Kirk (GE, Corporate)
Sent: Friday, June 28, 2013 2:37 PM
To: Hare, Paul (GE, Corporate)
Subject: FW: Agreement with Town of Nassau

See below

From: Joe Catalano [mailto:catalano_jm@yahoo.com]
Sent: Friday, June 28, 2013 1:38 PM
To: Macfarlane, Kirk (GE, Corporate)
Subject: Re: Agreement with Town of Nassau

Kirk,

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From: "Macfarlane, Kirk (GE, Corporate)" <kirk.macfarlane@ge.com>
To: Joe Catalano <catalano_jm@yahoo.com>
Sent: Wednesday, June 26, 2013 10:32 AM
Subject: RE: Agreement with Town of Nassau

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640 Freedom Business Center
King of Prussia, PA 19406

Exhibit 9

Hare, Paul (GE, Corporate)

From: Macfarlane, Kirk (GE, Corporate)
Sent: Monday, July 01, 2013 11:44 AM
To: Hare, Paul (GE, Corporate)
Subject: FW: Agreement with Town of Nassau

Status with Town.

From: Joe Catalano [mailto:catalano_jm@yahoo.com]
Sent: Monday, July 01, 2013 11:38 AM
To: Macfarlane, Kirk (GE, Corporate)
Subject: Re: Agreement with Town of Nassau

Yes - That is the feedback I have received thus far.

From: "Macfarlane, Kirk (GE, Corporate)" <kirk.macfarlane@ge.com>
To: Joe Catalano <catalano_jm@yahoo.com>
Sent: Monday, July 1, 2013 9:17 AM
Subject: RE: Agreement with Town of Nassau

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Just so I can be clear when I talk to my client – The agreement terms are acceptable with the exception of the compensation issue?

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Hare, Paul (GE, Corporate)

From: Macfarlane, Kirk (GE, Corporate)
Sent: Monday, July 01, 2013 1:45 PM
To: Hare, Paul (GE, Corporate)
Subject: FW: Agreement with Town of Nassau

From: Joe Catalano [mailto:catalano_jm@yahoo.com]
Sent: Monday, July 01, 2013 1:43 PM
To: Macfarlane, Kirk (GE, Corporate)
Subject: Re: Agreement with Town of Nassau

Kirk,

I cannot say how thoroughly the TB members looked over the agreement but with the last changes you made I am ok with it so I don't foresee that the TB will have any problem with the other terms. Note that I conceded on the performance/maintenance bond which may be an issue with the Board but if you up the compensation that should become a non-issue.

Joe

From: "Macfarlane, Kirk (GE, Corporate)" <kirk.macfarlane@ge.com>
To: Joe Catalano <catalano_jm@yahoo.com>
Sent: Monday, July 1, 2013 1:13 PM
Subject: RE: Agreement with Town of Nassau

Just wanted to be sure that the Town's review is complete and there are not any other issues before talking to my client.
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King of Prussia, PA 19406

Exhibit 10

Hare, Paul (GE, Corporate)

From: Hare, Paul (GE, Corporate)
Sent: Monday, July 01, 2013 5:57 PM
To: Conetta, Benny (Conetta.Benny@epa.gov)
Cc: 'Pietro Mannino'; kcowan@chacompanies.com; donald.sauda@arcadis-us.com
Subject: Dewey - Agreement with Town of Nassau for Mead Road Crossing
Attachments: Dewey TownOfNassau MeadRoadCrossing Agreement.docx; Dewey TownOfNassau MeadRoadCrossing Agreement_InsuranceCerts.pdf

Hello Ben (and Pete). We should discuss this matter, as it seems that we have reached an impasse with the Town regarding a proposed agreement for the crossing of Mead Road by the discharge pipe (which will only take 1 day of work to complete). I have attached the latest draft that I understand the Town finds acceptable with the exception of the payment provision. As you can see from Paragraph 8, we are willing to reimburse the Town for its outside legal costs associated with review of the agreement; we think \$1000 is sufficient for that, but would probably be willing to reimburse based on actual invoices instead. But the Town reportedly wants substantially more for its "inconvenience." This is the only access-related obstacle remaining for the new treatment system. I think we have ~3 weeks before this impacts DA Collins. Look forward to discussing. I am available by cell tomorrow, in the office on Wednesday morning, and available by cell on Wednesday afternoon. Otherwise early next week after your 4-day outage.

Paul Hare

Program Manager, Northeast/Midwest Regions
GE

T +1 518 862 2713
M +1 518 527 7438
F +1 518 862 2702
E paul.hare@ge.com

319 Great Oaks Blvd.
Albany, NY 12203 USA
General Electric Company

GE imagination at work

RIGHT OF ENTRY AGREEMENT
MEAD ROAD PIPELINE CROSSING

This Agreement is made and shall be effective this _____ day of June, 2013, by and between General Electric Company, ("GE"), a New York corporation, SI Group, Inc., ("SI"), a New York corporation, (collectively referred to as "Respondents"), and the Town of Nassau ("Town"), a New York State municipality that is the owner of Mead Road, a public roadway in the Town of Nassau, New York that runs, in part, adjacent to a 19.6-acre inactive hazardous waste disposal area known as the Dewey Loeffel Landfill Superfund Site, ("Site").

Respondents, in order to perform response activities required by the United States Environmental Protection Agency ("USEPA"), have requested that Town permit Respondents, their employees, agents, representatives and contractors to enter upon Mead Road, adjacent to the Site, for the purpose of conducting certain activities as herein described.

1. Town shall grant Respondents, their agents and contractors, a right of entry to Mead Road consistent with the terms and conditions of this Agreement to construct and maintain a below ground pipeline crossing Mead Road and to perform two soil borings at the location of the crossing together with the right of ingress and egress to and from Mead Road, with all necessary material and equipment. The construction of the pipeline crossing will be in accordance with the detail set forth in Exhibit 1 to this Agreement. Access shall also be provided for the USEPA and the New York State Department of Environmental Conservation ("NYSDEC"), their contractors and oversight officials. Respondents are not USEPA's or NYSDEC's representative with respect to liability associated with the Site.

2. Respondents shall provide notice to the Town of Nassau Highway Superintendent at least five (5) business days prior to commencing construction and also upon completion of the construction.

3. This Agreement shall run from the date of execution of this Agreement

until such time as the USEPA has approved termination of response activities at the Site.

4. All work performed by Respondents shall be done in a good and workmanlike manner so not to cause any damage to Mead Road or unreasonably interfere with the use of Mead Road. All surplus earth, refuse or other items shall be cleaned up and removed by Respondents as work proceeds and the road surface shall be left in a neat and orderly condition. Respondents shall repair or replace any and all damage caused by the work under this Agreement other than through reasonable wear and tear to Mead Road and shall leave Mead Road in substantially the same condition as it was prior to the commencement of all work. Back fill shall be well graded and compacted and excavated material shall not be deposited or left on pavement surfaces. Restoration of the road following construction and after removal of the pipeline, if EPA has approved termination pursuant to Paragraph 3 above, shall be completed to the reasonable satisfaction of the Town of Nassau Highway Superintendent. Said repairs or replacements shall be made within 10 business days of the date within which Respondents have received notice of such damage from Town. If damage caused by the work under this Agreement requires immediate repair for traffic safety purposes, the Town Highway department may make such repairs and Respondents agree to reimburse the reasonable costs of such repairs. If the pipeline placement causes damage to Mead Road (e.g., erosion of road shoulder) following completion of the pipeline crossing construction, the Town shall notify Respondents and Respondents shall make repairs within ten (10) business days of the date within which Respondents have received notice of such damage from the Town, unless such damage requires immediate repair for traffic safety purposes, in which case the Highway department may make such repairs and Respondents agree to reimburse the reasonable costs of such repairs.

5. Respondents shall be responsible for taking appropriate traffic control and safety measures during construction consistent with New York State Department of Transportation standards.

6. Respondents' contractor and subcontractor have provided Town with the

certificates of insurance annexed hereto as Exhibit A and made a part hereof, confirming that appropriate insurance coverage is effective to cover the work to be performed and that Town has been named as an additional insured.

7. Respondents shall indemnify and hold harmless Town, its elected and appointed officers, and employees, from and against any and all claims, damages, losses and expenses including, but not limited to, reasonable attorney's fees arising in connection with the claim of any person as a result of death, bodily injury or damage to property arising out of the activities of Respondents, their employees, agents, representatives, contractors or subcontractors conducted pursuant to this Agreement on Mead Road. Respondents will direct, control and pay for the defense of any claim they are required to defend under this Paragraph. Counsel retained by Respondents will be reasonably acceptable to Town. Town shall provide Respondents prompt notice of any claim against Town and cooperate in Respondent's handling of the claim. Should Town retain counsel to oversee or otherwise assist the defense of any claim by Respondents, such expense shall be, absent written authority from Respondents, solely at the expense of Town. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Respondents under the Worker's Compensation Acts, disability benefits acts or other employee benefit acts or by the insurance required herein. All indemnification obligations of the Respondents under this agreement shall remain in full force and effect as to the claims occurring after this Agreement is terminated or completed and shall not be limited by the insurance requirements contained herein.

8. In consideration of the promises herein contained, Respondents shall, within ten (10) days of execution of this Agreement, pay the sum of one thousand dollars \$1,000.00 to the Town to cover its costs related to the review of this Agreement.

9. This Agreement shall be binding upon Respondents, their successors and permitted assigns and shall inure to the benefit of Town, its successors and assigns.

10. This Agreement constitutes the entire agreement between the parties,

may not be modified or amended except in writing and the rights of obligations hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

11. This Agreement may be executed in multiple parts in which case it shall become effective when the last party has executed the Agreement and delivered a copy to the other party.

IN WITNESS HEREOF, GENERAL ELECTRIC COMPANY, SI GROUP, INC., and TOWN have caused this Agreement to be executed the day and year first above written.

GENERAL ELECTRIC COMPANY

Date

SI GROUP, INC.

Date

TOWN OF NASSAU

Date

EXHIBIT A – INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED ARCADIS U.S., Inc. 630 Plaza Drive, Suite 100 Highlands Ranch CO 80129 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Greenwich Insurance Company	22322
	INSURER B: XL Specialty Insurance Co	37885
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570050301872**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GEC001076111	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY			AEC001075811	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			AOS	01/01/2013	01/01/2014	BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS			AEC001719509			BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MA			PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> Property Damage to						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			UEC001075911	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			SIR applies per policy terms & conditions			AGGREGATE \$1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD943516307	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	All other States			E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			RWR943516707	01/01/2013	01/01/2014	E.L. DISEASE-EA EMPLOYEE \$1,000,000
				WI			E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Electric Company, SI Group and the Town of Nassau are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

General Electric Company Attn: Paul Hare 319 Great Oaks Boulevard Albany NY 12203 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc</i>

Holder Identifier :

Certificate No : 570050301872



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED ARCADIS U.S., Inc. 630 Plaza Drive, Suite 100 Highlands Ranch CO 80129 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570050300787

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Contractor Poll			015448990 Prof. & Poll. Liability SIR applies per policy terms & conditions	06/01/2013	06/01/2014	Each Claim \$6,000,000 Annual Aggregate \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. General Electric Company, SI Group and the Town of Nassau are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, with respect to the Pollution Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

General Electric Company Attn: Paul Hare 319 Great Oaks Blvd. Albany NY 12203 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc</i>

Holder Identifier :

Certificate No : 570050300787





ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services South, Inc.		NAMED INSURED ARCADIS U.S., Inc.	
POLICY NUMBER See Certificate Number: 570050300787			
CARRIER See Certificate Number: 570050300787	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	OTHER						
	<input checked="" type="checkbox"/> Claims-Made						
	<input checked="" type="checkbox"/> Professional Liabil						
	<input checked="" type="checkbox"/> and Contractors						
	<input checked="" type="checkbox"/> Pollution Liability						

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cool Insuring Agency Inc 784 Troy Schenectady Road Latham, NY 12110 518 783-2665		CONTACT NAME: PHONE (A/C, No, Ext): 518 783-2665 FAX (A/C, No): 518 783-8754 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Ins Co Pitt	
		INSURER B: Starr Indemnity & Liability Com	
		INSURER C: New Hampshire Insurance Company	
		INSURER D: Guardian	
		INSURER E:	
		INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		GL6988406	01/01/2013	01/01/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Oth Car		CA1707466	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SISCCCL01692813	01/01/2013	01/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC021417619	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Disability		923815DBL	01/01/2013	Continuous	Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ARCADIS US Inc, General Electric Company, SI Group and Town of Nassau are added to the General Liability, Auto Liability and Umbrella Coverage as Additional Insured on a Primary and Non-Contributory basis if required by written contract. Waiver of Subrogation applies if required by written contract subject to the policy terms & conditions. Severability of interest applies as if each named insured were the only named insured and separately to each insured against whom claim is made or suit is brought in accordance with the (See Attached Descriptions)

CERTIFICATE HOLDER Arcadis US Inc 6723 Towpath Rd PO Box 66 Syracuse, NY 13214	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

policy provisions. Umbrella liability is follow form over the general liability, automobile liability and workers compensation/employers liability coverages in accordance with the policy provisions.